

STATES MS.-DE SOTO CO.
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KENNETH C. GRIM
HUDDLE HOUSE, INC.
P.O. Box 906
Scottsdale, GA 30079
(404) 377-5700

COUNTY OF DEKALB

STATE OF GEORGIA

MEMORANDUM OF OPTION

SH THIS MEMORANDUM OF OPTION, made and entered into as of the day of June, 2001, by and between RAMS OF HERNANDO, INC., as "Optionor", whose address is 943 E. Commerce Street, , and HUDDLE HOUSE, INC., a Georgia Corporation, as "Optionee", whose address is 2969 East Ponce de Leon Avenue, Decatur, Georgia 30030.

WHEREAS, Optionor and Optionee have entered into a Option Agreement, dated June SH, 2001, (the Option agreement and any and all amendments and renewals thereto are collectively referred to as the "Option"); and

WHEREAS, Optionor and Optionee are desirous of restating the terms and conditions of the Option.

NOW, THEREFORE, for and in consideration of the premises and Ten and No/100 (\$10.00) Dollars in hand paid by Optionee to Optionor, the receipt and sufficiency of which is hereby acknowledged by Optionor and for other good and valuable consideration, Optionor does hereby covenant and agree with Optionee as follows:

Grant of Option: Optionor does hereby grant to Optionee a conditional exclusive right and option (hereinafter referred to as the "Option") to lease from Optionor, upon the terms and conditions as more particularly set forth in the Option, the property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. All the terms, conditions, provisions and covenants of the Option are incorporated herein by reference as though written out at length herein, and both the Option and this Memorandum of Option shall be deemed to constitute a single instrument or document. This Memorandum of Option is not intended to amend, modify, supplement or supersede any of the provisions of the Option and, to the extent there may be any conflict or inconsistency between the Option and this Memorandum of Option, the Option shall control.

Non-disturbance, Subordination and Attornment: The Option provides that any security deed or security interest on the Premises shall contain a non-disturbance, subordination and attornment provision and that Purchaser's interest in the Premises

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shall not be subordinate to said security deed or security interest other than pursuant to said non-disturbance, subordination and attornment provision.

IN WITNESS WHEREOF, each individual party hereto has caused his or her hand and seal to be affixed and each corporate, partnership or other legal entity hereto have caused its duly authorized officers, partners, or agents to execute and affix its seal to this instrument on the day and year first above written.

OPTIONOR

RAMS OF HERNANDO, INC.,
a Mississippi corporation

BY: *Sparsh*
SATISH PAREEK, President

ATTEST: *Sparsh*
RAMESH C. PUROHIT, Secretary

{CORPORATE SEAL}

STATE OF GEORGIA

COUNTY OF ~~DEKALB~~ Clayton

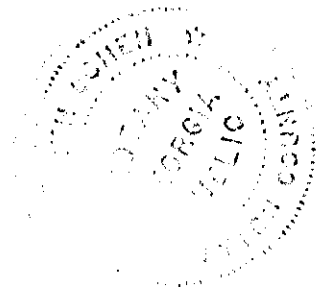
Personally appeared before me, the undersigned authority in and for the above and foregoing county and state, **SATISH PAREEK**, President of **RAMS OF HERNANDO, INC.**, who acknowledged on oath that he signed, executed and delivered the above and foregoing Instrument on the date therein contained, having the authority so to do.

Sworn to and subscribed before me this the 8th day of **June**, 2001.

My commission expires:

Ruth Cohen
NOTARY PUBLIC

Notary Public, Clayton County, Georgia
My Commission Expires November 15, 2003



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OPTIONEE

HUDDLE HOUSE, INC.,
a Georgia corporation

BY: Philip Greifeld
PHILIP M. GREIFELD, President

ATTEST: Cecilia Koeppel
CLAUDIA KOEPPEL LEVITAS, Secretary

{CORPORATE SEAL}

STATE OF GEORGIA

COUNTY OF DEKALB Clayton

Personally appeared before me, the undersigned authority in and for the above and foregoing county and state, PHILIP M. GREIFELD, President of HUDDLE HOUSE, INC., who acknowledged on oath that he signed, executed and delivered the above and foregoing Instrument on the date therein contained, having the authority so to do.

Sworn to and subscribed before me this the 9th day of **June**, 2001.

My commission expires:
Notary Public, Clayton County, Georgia
My Commission Expires November 15, 2003

Huth Carter
NOTARY PUBLIC

EXHIBIT "A"

The space shown and designated as "Huddle House" on the Site Plan drawing attached hereto and made a part hereof as Exhibit "A-1", being located on a portion of the following described tract of land:

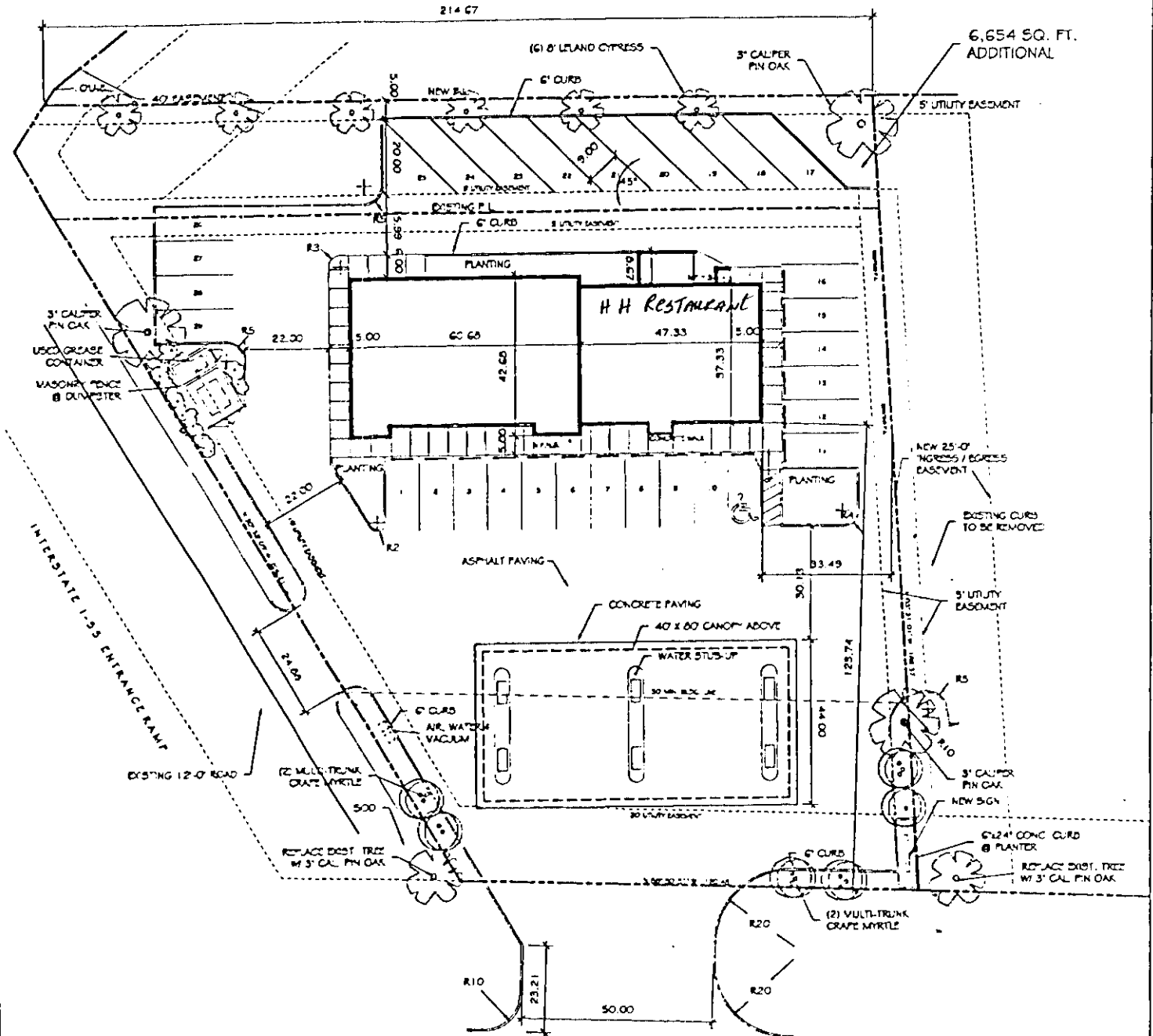
Part of the Northwest Quarter of Section 18, Township 3 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows, to wit:

Commencing at the southeast corner of said quarter section; thence run North 80°48'34" West a distance of 342.96 feet to the southeast corner of the Harish V. Vishria property, said point being on the north right-of-way line of Holly Springs Street (120.00- feet wide); thence run North 88°30'51" West a distance of 223.03 feet along said right-of-way line to the POINT OF BEGINNING; thence 88°30'51" West a distance of 120.48 feet to the southwest corner of said Vishria property; thence run North 30°33'05" West a distance of 206.21 feet along the west line of said Vishria property to a point; thence run North 89°38'53" East a distance of 214.08 feet to a point; thence run South 03°31'01" East a distance of 182.37 feet to the Point of Beginning and containing 30,024 square feet. Bearings are based on true north as determined by solar observation. The above description was written from a plat of survey by Danny S. Rutherford, P.E.L.S., dated April 19, 1999.

INGRESS/EGRESS EASEMENT being described as follows: Beginning at the southwest corner of the above described 30,024 square foot tract; thence run North 88°30'51" West a distance of 4".19 feet along the north right-of-way line of Holly Springs Street to its intersection with the east right-of-way line of Interstate I-55; thence run North 30°33'05" West a distance of 181.18 feet along said east right-of-line to a point; thence run North 59°26'55" East a distance of 40.00 feet to a point on the west line of the Harsih V. Vishria property; thence run South 30°33'05" East a distance of 206.21 feet along said Vishria west line to the Point of Beginning and containing 7,748 square feet. Bearings ae based on true north.

EXHIBIT "A-1"

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SITE PLAN
Scale: 1" = 20'-0"